PERSONS — RIGHT TO DOWER — SECRET ANTE-NUPTIAL CONVEYANCE. — A widower, before a second marriage, made a voluntary conveyance of land to an adult daughter by his former wife, without the knowledge of his fiancée. *Held*, that the second wife may claim dower in the land conveyed. *Deke* v. *Huenkemeier*, 260 Ill. 131, 102 N. E. 1059; *McAulay* v. *McAulay*, 79 S. E. 785 (S. C.).

For a discussion of the principles involved, see NOTES, p. 474.

PHYSICIANS AND SURGEONS — SURGEON'S LIABILITY FOR NEGLIGENCE OF HOSPITAL NURSE AFTER OPERATION. — A nurse attached to the hospital in which the defendant had operated on the plaintiff, negligently failed to remove a gauze drain. The plaintiff sues the defendant surgeon. *Held*, the surgeon is not responsible. *Hunner* v. *Stevenson*, 46 Chi. Leg. N. 163 (Md.).

A specialist is not an absolute insurer. He is held to that degree of skill and knowledge ordinarily possessed by physicians in similar localities who have devoted special study to the disease, having regard to the existing state of scientific knowledge. *Baker* v. *Hancock*, 29 Ind. App. 456, 63 N. E. 323. The position of a specialist who attends a hospital only to operate is that of independent contractor. *Harris* v. *Fall*, 177 Fed. 79, 85. During an operation he is in control. *Hillyer* v. *St. Bartholomew's Hospital*, [1909] 2 K. B. 820. For the negligence of the attendants while under his direction he should be responsible. *Jones* v. *Scullard*, [1898] 2 Q. B. 565; *Wyllie* v. *Palmer*, 137 N. Y. 248, 33 N. E. 381. Moreover, if by reason of his unique knowledge he ought to know that some unusual treatment would be advisable, his failure to have it applied would seem to be a breach of that duty of care up to which he is held. After the operation the care of the patient devolves on the hospital only. *Harris* v. *Fall*, *supra*; *Baker* v. *Wentworth*, 155 Mass. 338, 29 N. E. 589. The principal case is in accord with this view. But even after the operation, if the specialist ought to know that extraordinary measures would be expedient, it seems that he should be responsible for injuries resulting from his failure so to direct.

RES JUDICATA — PERSONS CONCLUDED — CO-DEFENDANTS: DECREE IN FAVOR OF ONE CO-DEFENDANT AS CONCLUSIVE IN LATER SUIT BY OTHER CO-DEFENDANT. — In a former suit a debtor and three co-sureties had been sued together. Two of the sureties were there found not liable and the third paid the whole debt. To a suit by the latter for contribution, the two former pleaded the previous suit as a bar. *Held*, that the question of their original liability was not *res judicata*. *Central Banking & Security Co.* v. *United States Fidelity & Guaranty Co.*, 80 S. E. 121 (W. Va.).

The principles of *res judicata* are applied in two classes of cases. See *Cromwell* v. *County of Sac*, 94 U. S. 351, 352. In one class, the courts refuse to allow the same cause of action to be litigated again. *Young* v. *Farwell*, 165 N. Y. 341, 59 N. E. 143. But the doctrine of *res judicata* also includes the rule that any material point actually decided in one suit cannot be re-litigated where the same parties are opposed to each other in both suits. *Wright* v. *Griffey*, 147 Ill. 496, 35 N. E. 732; *Lynch* v. *Swanton*, 53 Me. 100. There seems no reason for a different rule when the parties were co-defendants in the first suit, if, as in the case of co-sureties, the judgment in favor of one defendant could have been appealed against by the losing co-defendant on the ground that his own liability was thereby increased. *Ruff* v. *Montgomery*, 83 Miss. 185, 36 So. 67. Policy requires that a question once judicially passed upon be final as to all parties who had an opportunity to litigate that question. In the principal case it is necessary for the plaintiff to prove that he and the defendants were liable as co-sureties. *Bulkeley* v. *House*, 62 Conn. 459, 26 Atl. 352. *Robinson* v. *Boyd*, 60 Oh. St. 57, 53 N. E. 494. If the former case had decided they were co-sureties, this finding would be evidence in the suit for